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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 648/2024 & I.A. 35482/2024, I.A. 47996/2024**

**AKUMS DRUGS AND PHARMACEUTICALS LIMITED AND
ANR**Plaintiffs

Through: Mr. R. Abhishek, Advocate
(M:9810445816)

versus

KOVEX LIFE SCIENCES & ORS.Defendants

Through: Mr. Akash Swami, Advocate for D-1
to 3

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

ORDER
10.03.2025

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1. Settlement Agreement dated 05th March, 2025 has been received from the Delhi High Court Mediation and Conciliation Centre.
2. The present suit has been filed by the plaintiffs against the defendants seeking a decree of permanent injunction, restraining the defendants from using in any manner, any product/packaging material bearing the mark/label



‘CERVIFINE’/ and ‘MET-OVEX’/ 

3. Defendant nos. 1 to 3 entered appearance and on joint request of plaintiffs and defendant nos. 1 to 3, the present matter was referred for mediation, *vide* order dated 12th December, 2024.
4. The parties after detailed mediation sessions, have negotiated a settlement, and accordingly, Settlement Agreement dated 05th March, 2025, has been signed by the plaintiffs and defendant nos. 1 to 3.



5. Learned counsels for the parties present before this Court, jointly confirm the terms of the settlement and submit that the suit be decreed, in terms thereof.
6. This Court has perused the terms of the settlement and finds the same to be lawful.
7. In terms of the settlement, defendant nos. 1 to 3 have undertaken that they and/or their employees, assignees, successors, affiliates, and permitted assignees, its principal officers, family members, servants, agents, vendors, dealers, manufacturers, distributors, retailers and anyone acting for and on their behalf, shall not directly or indirectly use the impugned labels with respect to trade marks 'CERVIFINE' and/or 'MET-OVEX' in the trade dress, as represented and impugned in the present suit.
8. Further, defendant nos. 1 to 3 have confirmed that they have already ceased the use of the impugned packaging and taken steps to modify the label and packaging of its products under the marks 'CERVIFINE' and/or 'MET-OVEX'.
9. Further, defendant nos. 1 to 3 have also agreed that they shall not use the mark 'CERVIFINE' and/or 'MET-OVEX' in any packaging, as may be deceptively or confusingly similar, to the packaging of the plaintiffs.
10. The parties are held bound by the terms of the said settlement.
11. Accordingly, the suit is decreed in favour of the plaintiffs and against defendant nos. 1 to 3, in terms of the settlement between the parties, which shall form part of the decree.
12. None appears for defendant nos. 4 and 5.
13. Learned counsel for the plaintiffs has drawn the attention of this Court to the affidavit of service to show that defendant nos. 4 and 5 were duly



served *vide* registered post dated 09th August, 2024.

14. Neither any appearance has been put on behalf of defendant nos. 4 and 5, nor any written statement, has been filed on their behalf. The statutory period for filing of written statement by defendant nos. 4 and 5, has already expired.

15. This Court records the statement of learned counsel for the plaintiffs that defendant nos. 4 and 5 are contract manufacturers for defendant nos. 1 to 3.

16. Learned counsel for the plaintiffs further submits that since the plaintiffs have already entered into a settlement with defendant nos. 1 to 3, the suit may be decreed against defendant nos. 4 and 5, also.

17. Considering the submissions made before this Court and considering the fact that defendant nos. 4 and 5 have not put in appearance before this Court, despite service, and no written statement has come to be filed on behalf of defendant nos. 4 and 5, it is apparent that there is no plausible or credible defence raised on behalf of the said defendants.

18. This Court also takes note of the fact that defendant nos. 4 and 5 are merely contract manufacturers of defendant nos. 1 to 3 and not directly involved in manufacturing of products in question, as such.

19. Accordingly, in exercise of its authority under Order VIII Rule 10 of Code of Civil Procedure, 1908 (“CPC”), this Court proceeds to decree the suit in favour of the plaintiffs *qua* defendant nos. 4 and 5, also.

20. Accordingly, the suit is decreed in favour of the plaintiffs and against the defendant nos. 4 and 5, in terms of prayer clause ‘a’, ‘b’, ‘c’ and ‘d’ of the plaint.

21. Let decree sheet be drawn up.



22. In view of the fact that the plaintiffs have entered into settlement with defendant nos. 1 to 3, Registry of this Court is directed to issue a certificate of refund of full Court Fees, in favour of the plaintiffs.

23. Accordingly, the present suit, along with pending applications, stands disposed of.

MINI PUSHKARNA, J

MARCH 10, 2025

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